REMARKS

Applicant thanks the Examiner for the thorough consideration given the present application. Claims 1, 2, 4, 7-9, 11, 14-16, 18, and 20-22 are pending. Claims 5, 12, and 19 are cancelled herein without prejudice to or disclaimer of the subject matter set forth therein. Claims 3, 6, 10, 13, and 17 were previously cancelled.

Claims 1, 7, 8, and 15 are amended. Claims 1, 8, 15, and 22 are independent. The Examiner is respectfully requested to reconsider the rejections in view of the amendments and remarks set forth herein.

Request for Reconsideration / Reasons for Entry of Amendments

As argued below, Applicant respectfully submits that the Examiner's rejection of at least claims 4, 5, 11, 12, 18, 19, and 22 is not proper.

By way of this Reply, independent claims 1, 8, and 15 have been amended merely to incorporate the subject matter of dependent claims 5, 12, and 19, respectively. Independent claim 22 remains unchanged. Dependent claim 7 has been amended merely to correct an informality.

All subject matter in the pending claims has been previously examined by the Examiner. Applicant respectfully submits that amendments to the claims automatically place the application in condition for allowance. Therefore, Applicant respectfully requests that the Examiner reconsider his rejection and that this Reply be entered.

In the alternative, if the Examiner does not agree that this application is in condition for allowance, it is respectfully requested that this Amendment be entered for the purpose of Appeal. This Reply reduces the issues on Appeal by canceling claims 5, 12, and 19, thereby reducing the number of pending claims. This Reply was not presented at an earlier date in view of the fact that the Examiner has just now presented new grounds for rejection in this Final Office Action.

Rejections Under 35 U.S.C. § 103(a)

Claims 1, 2, 4, 5, 7-9, 11, 12, 14-16, 18, 19, and 21 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Chui et al. (U.S. Patent 6,657,702) in view of Fredlund et al. (U.S. Patent 6,154,295), and further in view of alleged well known prior art; and claims 20 and 22 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Chui et al. in view of Fredlund et al., and Souissi et al. (U.S. Patent 6,556,817).

These rejections are respectfully traversed.

Independent Claims 1, 8, 15, and 22

While not conceding the appropriateness of the Examiner's rejection, but merely to advance prosecution of the instant application, each of independent claims 1, 8, and 15 has been amended to include the subject matter previously set forth in claims 5, 12, and 19, respectively, and claim 22 remains unchanged.

Each of independent claims 1, 8, 15, and 22 now sets forth that the server performs the step of accepting transfer of the image data to the server and storing the image data in the server regardless of whether or not the order is placed at the time of the transfer of the image data; and

extending the predetermined storage period for the image data for which the order was placed. In addition, independent claim 22 as previously presented recites "writing a predetermined storage period of the image data in tag information of the image data."

The Applicant respectfully submits that the combination of features set forth in each of independent claims 1, 8, 15, and 22 is not disclosed or made obvious by the prior art of record, including Chui et al., Fredlund et al., and Soussi et al., and that which is allegedly well known in the art.

Chui et al. appears to teach a customer may order photographic services via a user terminal and network. However, in the rejection of claims 1, 8, and 15 (see page 4 of the Office Action) the Examiner concedes that Chui et al. fail to disclose either a server setting a predetermined storage period, or the server extending the predetermined storage period for the image data for which the order was placed.

The Examiner then refers to a physical ordering system disclosed in Fredlund et al., alleging that Fredlund et al. makes up for the deficiency of the network-based ordering system disclosed Chui et al.

As will be discussed below in detail , Fredlund et al. fail to disclose any on-line interaction whatsoever between a customer computer terminal and a server via a network, and instead merely disclose a manual process for transferring film and ordering prints (which, unlike the present invention, is done at the same time), and merely disclose paper based instructions for inviting a customer to optionally request an extended storage period.

Thus, Applicant submits that Fredlund et al. and Chui et al. are non-analogous, and should not be combined to reject the claims of the present application. However, even if Fredlund et al. were to be combined with Chui et al, the combination fails to teach or suggest the present invention.

For example, a careful review of Fredlund et al. column 3, lines 15-54 indicates that Fredlund et al. merely disclose *"... a customer sends a roll of film to a processing lab"* or takes the film to a *"drug store or supermarket for sending the film to the photoprocessing lab..."* . *Developed film 18, and prints are returned to the customer... . Instructions 38 may be included with the customer order... . Instructions 38 may be printed out using a coupon printer39 connected to computer 26. The customer is instructed ... that by calling, for example, a 1-800 number, they can ... have the digital file ... extended for a certain period of time, such as a month."*

This system and process is completely different from that set forth in claims 1, 8, 15, and 22 of the present invention.

Fredlund et al. fail to teach an on-line image transfer or print ordering process. Instead, Fredlund et al. merely teach that when ordering prints, the customer order prints at the time of physically transferring a roll of film to a photoprocessing lab. Printed instructions on a coupon are provided to the client when he receives prints that were previously physically transferred to a processing lab. (The data files are then stored for some period of time, apparently in computer 26.) After receiving the coupon, the customer has the option of manually calling a 1-800 number to have the storage period of their data files extended for a certain period of time. The incoming 1-800 call from the customer is answered either by an operator or a voice answering system 42. Fredlund et al. fail to specifically teach how a 1-800 call to an operator or a voice answering system brings about an extension of the storage time of the data files on computer 26.

While Fredlund et al. disclose a computer 26, it is the incoming 1-800 call from the customer that determines whether or not the storage time is extended beyond a predetermined storage time. In addition, only if a customer places a 1-800 call after receiving a coupon, is there any possibility that the storage time is extended beyond the predetermined storage time.

By contrast, in the present invention, the order may be placed at a time different from the time of transferring the images, and it is the server (not the customer) that extends the storage time for those data images for which an order has been placed. No action is made by the customer to extend the storage period, other than to order the prints in the first place.

Moreover, Fredlund et al. is silent about "writing a predetermined storage period of the image data in tag information of the image data," as set forth in independent claim 22.

In summary, Fredlund et al. fail to disclose any on-line interaction whatsoever between a customer computer terminal and a server via a network, and instead merely disclose a manual process for transferring film and ordering prints (which is done at the same time), and merely disclose a paper based instructions for inviting a customer to optionally request an extended storage period. By contrast, in the present invention, the transferring and ordering are done on-line (and optionally at different times), and the server, not the customer, extends the storage period.

Regarding the Examiner's unsubstantiated allegation (Page 4 of the Office Action) that having a customer use a web interface to extend a storage time is commonly known in the art, the Applicant respectfully submits that, even if this unsubstantiated allegation were true, the Examiner's allegation is irrelevant.

In the present invention, it is the server that extends the storage time of all image files for which an order has been placed, whether or not the orders are placed at the same time as transferring the images. In the present invention, the customer does not use either a 1-800 or a web interface to extend the storage time. The customer is not involved in extending the storage period. Instead, the extension is made automatically by the server without any action by the customer to extend the storage period.

The Examiner cites Souissi et al. merely to teach "time of day differences in communications costs."

At least for the reasons described above, Applicant respectfully submits that the novel combination of features set forth in each of independent claims 1, 8, 15, 22 is not disclosed or made obvious by the prior art of record, including Chui et al., Fredlund et al., and Souissi et al., and that which is well known in the art. Therefore, independent claims 1, 8, 15, and 22 are in condition for allowance.

Dependent Claims

The Examiner will note that dependent claims 5, 12, and 19 have been cancelled, and dependent claim 7 has been amended merely to place it in better form.

All dependent claims are in condition for allowance due to their dependency from allowable independent claims, or due to the additional novel features set forth therein.

For example, each of claims 4, 11, and 18 recites accepting transfer of the image data to the server and storing the image data in the server regardless of whether or not the order is placed at the time of the transfer of the image data; ... and, ... further comprising the step of deleting

the image data from the server after the predetermined storage period has elapsed since the image data were put into storage.

Therefore, with the present invention, the server deletes the image data from the server after the predetermined storage period has elapsed since the image data were put into storage, whether or not any order has been placed at the time of the transfer via the terminal to server.

By contrast, as pointed out above, with Fredlund et al., the physical transferring and ordering must occur at the same time. In the present invention, the order may be placed at a different time from the time of the transfer of the image data. Therefore, the Fredlund et al. document teaches away from the present invention. Claims 4, 11, and 18 of the present invention teach that image data is deleted after the predetermined period even if an order is never placed. Fredlund et al., on the other hand, can only delete files data images for which an order has been placed.

All pending claims are now in condition for allowance.

Accordingly, reconsideration and withdrawal of the rejections under 35 U.S.C. § 103(a) are respectfully requested.

CONCLUSION

All of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. It is believed that a full and complete response has been made to the outstanding Office Action, and that the present application is in condition for allowance.

If the Examiner believes, for any reason, that personal communication will expedite prosecution of this application, he is invited to telephone Carl T. Thomsen (Reg. No. 50,786) at (703) 208-4030 (direct line).

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. §§ 1.16 or 1.17, particularly extension of time fees.

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Respectfully submitted,

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